

Fayette Co.

Teamsters #238 (Sheriff)

7/1/2006 6/30/2008

FAYETTE CO. / TEAMSTERS # 238 (SHERIFF) 06-08

FAYETTE COUNTY SHERIFF'S OFFICE

and

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238

COLLECTIVE BARGAINING AGREEMENT

7-1-2006 through 6-30-2008

FAYETTE COUNTY SHERIFF'S OFFICE
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AGREEMENT

THIS AGREEMENT entered into by and between the COUNTY OF FAYETTE, IOWA (SHERIFF'S OFFICE) hereinafter designated and referred to as the "County", and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to and designated as the "Union".

ARTICLE 1 PURPOSE AND INTENT

It is the purpose of this Agreement to establish wages, hours, benefits and working conditions, and to establish procedures for the resolution of disputes concerning the interpretation or application of the Agreement.

ARTICLE 2 RECOGNITION

Section 2.1

The County recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time deputies, jailers, head dispatcher and dispatchers, excluding: Sergeants, Lieutenant Deputy, Reserve Deputy, Civil Deputy, Civil Clerk and all others excluded by Section 4 of the Act. The County shall not enter into any agreement, except for a reimbursement Training Agreement for non-certified Deputies who are required to attend the Iowa Law Enforcement Academy, with the bargaining unit employees, individually or collectively, or with any other organizations which in any way conflict with this Agreement.

Section 2.2

The County is an equal opportunity employer. Applicants for employment for open positions and current employees are treated without regard to race color, religion, sex, national origin, age, marital status, veteran status, medical condition, or disability. For purpose of this Agreement, "open positions" shall be defined as positions left after all provisions of this contract have been applied.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1

The Union recognizes the prerogatives of the County to operate and manage the affairs of the Sheriffs Department in accordance with existing and future laws and regulations of appropriate authorities including drafting and changing personnel policies and department work rules, not in conflict with this Agreement. The prerogatives and authority which the County has not officially abridged, delegated or modified by this Agreement, are retained by the County such as, but not limited to: direct employees, hire, promote, transfer, assign, retain employees in positions, and suspend, demote, discharge, to take disciplinary action against employees, relieve employees from duties because of lack of work or other legitimate reasons, maintain the efficiency of the government operations, determine the methods, means, job classifications, and personnel by which such

operations are to be conducted, take whatever actions may be necessary to carry out the missions of the County in situations of emergency; solely determine employee schedules of work and establish the methods and processes by which the work is performed, which is not in conflict with this Agreement.

Section 3.2

The County's non-exercise of any function hereby reserved to it, or its exercising any such function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the County in the express provisions of this Agreement.

Section 3.3

The enumeration of the rights and duties of the County in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions, not expressly delegated in this Agreement are reserved by the County.

ARTICLE 4 SCOPE OF AGREEMENT

Section 4.1

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings, and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the County and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE 5 DUES CHECKOFF

Section 5.1

Upon receipt of written authorization from an employee, which conforms to and is in accordance with all applicable State laws, the County agrees to deduct from the employee's earnings, during the existence of his authorization, his regular and usual monthly Union membership dues, and, if owing, an initiation fee. All monies collected by the County pursuant to this Section will be deducted from the employee's earnings in the first pay period of each month for that month and remitted within ten (10) days to the "Local" Union officer designated by the Union, in writing, to the Auditor.

Section 5.2

The Union shall initially notify the County, in writing, as to the amount of its regular and usual initiation fees and its regular and usual monthly membership dues. Any subsequent change in these amounts shall be certified to the County, in writing, over the signature of an authorized officer of

the Union at least fifteen (15) days prior to the first of the month for which the deduction is to be made.

Section 5.3

The Union shall indemnify and save the County harmless against any and all claims, demands, judgments, suit or other forms of liability that shall arise out of or by reason of the County making any deduction in accordance with this Section.

Section 5.4

The Employer further agrees they will make Credit Union deductions.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1

A dispute as to the application of a specific provision or provisions of the Agreement to a particular factual situation involving an employee, and which occurs during the term of the Agreement, shall be a grievance within the meaning of this Agreement. Grievances may be filed and processed through the following procedure:

Step 1: Grievances shall be presented in writing to the employee's immediate non-bargaining unit supervisor in such a manner as to not unreasonably interfere with County operations. The written grievance must contain what contract violation has allegedly occurred and what remedy the grievant is seeking. To be a valid grievance, the grievance must be presented by the end of the fifth (5th) working day following the date of the occurrence of the event giving rise to the grievance. The employee may or may not have the steward present, as the employee may elect. The supervisor shall notify the Union in writing of any settlement reached within the scope of this Agreement in the event the steward was not present at this Step. In the event the grievance is not adjusted to the satisfaction of the employee in Step 1, it may be advanced to Step 2 as provided below.

Step 2: The steward may, by the end of the third (3rd) working day following the date of the written reply by the employee's supervisor in Step 1, present the grievance to the Sheriff in writing. The written grievance shall set forth the specific provision or provisions of this Agreement that it is felt the County has violated and concise statement of facts giving rise to the grievance. Effort to adjust the grievance shall be made by the County Sheriff, and employee and/or the steward. The County Sheriff shall provide a written reply to the grievance by the end of the tenth (10th) working day after the day it has been presented to him.

Step 3: If settlement still has not been reached, the grievance may, by the end of the third (3rd) working day after receiving the reply from the County Sheriff, be referred to the County Board of Supervisors or to other such representative or representatives as they may designate. The County Board of Supervisors shall give an answer in writing to the Union steward within ten (10) working days after the date the grievance is submitted to them.

Step 4: In the event the grievance is not settled in Step 3 above, the Union must, within ten (10) working days after the County's Step 3 answer, appeal to arbitration, provided written notice of such intent is served upon the County. Except for grievances arising out of the same fact situation, separate grievances may not be joined in one arbitration proceeding except by mutual agreement of the parties. However, if the parties agree that no mutually acceptable arbitrator can be selected, the parties will jointly request PERB services to submit a list of seven (7) experienced arbitrators. The Union and the County shall alternately strike a name from the list of arbitrators until a single name remains, and that person shall be the arbitrator. The selected arbitrator must agree to hold the arbitration within thirty (30) days after selection, unless otherwise agreed between the County and the Union. Each party shall be responsible for the expenses of its representative or representatives along with any other incidental expenses. The fees and expenses of the arbitrator shall be borne equally by both parties. The impartial arbitrator shall only have the power to arbitrate the written grievance as submitted in Step 1 of the Grievance Procedure. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of the Agreement. The decision of the impartial arbitrator shall be final and binding upon the parties.

Section 6.2

All time limits are exclusive of Saturdays, Sundays and scheduled days recognized as holidays (i.e.; working days shall mean Monday through Friday).

Section 6.3

Any grievance or complaint not appealed by the employee, steward or the Union from one step to the next step of the grievance procedure within the allocated time limits shall be deemed settled on the basis of the last answer given by the County. Any grievance not answered by the County within the time limits as specified shall automatically be advanced to the next step.

Section 6.4

Representatives duly accredited by the Local Union shall be accorded access in accordance with the County policy at mutually agreeable times during regular working hours in order to observe the operations or conditions about which a dispute has arisen.

Section 6.5

The County recognizes the right of the Union to designate three (3) stewards (one for Deputies, one for Jailers, and one for Communications) and one (1) chief steward for the purpose of handling grievances in its behalf.

All stewards must be employees of the County. The Union will notify the County in writing of the names of each steward and of any subsequent changes.

Section 6.6

New eligible employees may choose either to use the Civil Service System or to use the contractual provisions of the grievance procedure to resolve any disputes regarding employment matters covered by the civil service system.

Any employee eligible for civil service review of any complaint or employment matter who elects to use the civil service system regarding any alleged violation of his/her rights, agrees to then waive all rights to use the contractual grievance procedure and no grievance shall be allowed regarding that issue.

ARTICLE 7 SENIORITY

Section 7.1

Seniority is defined as a regular full-time and regular part-time employee's length of continuous service with the County since their most recent date which an employee reported for work in the Sheriff's Office. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacation, sick or accident leaves or for lay-offs, except as hereinafter provided. Part-time employees shall receive pro-rated holiday, sick leave and vacation benefits.

Section 7.2

All new employees shall be probationary employees during the first six (6) months of their employment. During the probationary period, probationary employees shall have no seniority status and will not be represented by the Union. At the conclusion of their probationary period, the employee's name shall be added to the seniority list as of his most current date of hire and he/she will be represented by the Union.

According to state law, deputy sheriffs shall serve a probationary period of nine (9) months provided the employee has successfully completed training at the Iowa Law Enforcement Academy prior to hire. If the employee has not successfully completed training prior to initial appointment, the probationary period shall commence with the date of initial employment and shall continue for a period of up to nine (9) months following the date of certification. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment.

Section 7.3

The County will maintain an up-to-date seniority list. An up-to-date copy of the seniority list will be posted at least once each year and a copy to be sent to the Union. The names of all employees who have completed their probationary period shall be listed on the seniority list in the order of their most current date of hire, starting with the senior employee at the top of the list for each covered job classification. If two (2) or more employees are hired on the same day, their names shall appear on the seniority list alphabetically by their last name. If two (2) or more employees have the same last name, their first name may be used.

Section 7.4

An employee's employment relationship and seniority shall be terminated with the County:

- (a) If any employee resigns, retires or is discharged for cause.
- (b) If, when recalled to work following a layoff the employee fails to notify the County Sheriff within ten (10) calendar days of his intention to return to work within fifteen (15) calendar days after

a written notice by certified mail if such recall is sent to his last address on record with the Employer.

- (c) When an employee has been laid off for a period in excess of twelve (12) consecutive months.
- (d) If an employee engages in other compensable work while on personal leave of absence or gives a false reason for obtaining a personal leave of absence.
- (e) Two (2) days absence without notice to the Sheriff within any twelve (12) month period, unless evidence satisfactory to the Sheriff is given that would show the employee was totally unable to give any kind of notice.
- (f) If an employee is off the job as a result of an injury on or off the job that lasts beyond twelve (12) months.

Section 7.5

When it is necessary to reduce the number of employees, probationary employees will be laid off first. The County agrees that, in laying off, it will lay off employees according to job classification seniority. Employees will be recalled to work following such lay offs on the same basis, in reverse order.

Section 7.6 - Open Positions

Once the County determines that a position covered by this Agreement is available, that position will be posted for five (5) consecutive days on the official bulletin board before the County advertises outside the bargaining unit.

Employees wishing to bid on any posted, available position must sign their name on the bottom of the Posted Job Opening sheet within the five (5) consecutive day posting limit.

Section 7.7

All sworn deputies will serve a trial period of six (6) months when promoted to a rank or position in which the employee has not served. All other bargaining unit employees who are promoted or transferred to another position, shall serve a trial period of thirty (30) days. If an employee is promoted or transferred to another position is found unsuited for work in the new position during the trial period, the employee may be reinstated to their former position. The employee displaced by the return of this employee shall have the same right to return to their former position.

Section 7.8

At any time during a promotional trial period, a sworn departmental employee(s) may be demoted or reassigned according to Code of Iowa, Sections 341.A7 and A8.

ARTICLE 8 LEAVE OF ABSENCE

Section 8.1 Unpaid Leave

An employee who has completed their initial probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period not to exceed ninety (90) days, provided the employee obtains advance written permission from the county sheriff and can be spared from work for that purpose. Such leaves without pay shall be granted only at the discretion of the county and when it is deemed to be in the best interests of the employee and the County. No fringe benefits will be paid or accrue during the unpaid leave.

Section 8.2

Except for work related illness or accidents, an employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence for a period not to exceed six (6) months without pay and without loss of seniority for the duration of such disability provided the employee promptly provided the County with medical proof of the necessity for such absence when same is requested by the County. The County may require medical proof certifying that the individual has recovered sufficiently to perform all the functions of the employee's job classification or at the County's option and at the County's expense, the County may send the employee to a doctor of the County's choice for such certification prior to allowing the employee to return to work.

Section 8.3 Military Leave

An unpaid leave of absence and the reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the State and Federal Law granting such leaves and reinstatement rights.

Section 8.4 Jury Duty

Employees shall be granted leaves of absences for required jury duty. While on jury duty, employees shall receive that portion of their regular salary which will, together with their jury duty pay, equal their normal pay for the same period.

Section 8.5

Administrative or training leave, with pay, requested by an employee may be authorized so that employees may attend official meetings, conferences, training sessions, and seminars provided such leaves are approved in writing by the Sheriff or the County Board of Supervisors. Overtime provisions of this Agreement will not apply when an employee is on authorized administrative leave with pay.

Section 8.6

When requested by the State and/or if agreed to by the County, the County shall reimburse according to County policy, an employee for all food, lodging, travel and school expenses incurred for the attendance of in-service training schools. No employee shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such school. Deputy Sheriffs required to attend departmental training or meetings will be allowed to take said time from his regular scheduled shift or will be paid within the same payroll period, at the discretion of the County. All

Deputy Sheriffs, or other employees employed by the County shall, if required by the State, be provided necessary training to insure that they are qualified to perform their jobs.

Section 8.7 Family and Medical Leave Act (FMLA)

- A) Employees who have worked at least twelve (12) months for the Employer, and who have worked at least 1250 hours during the past twelve (12) months, are entitled to take a total of twelve (12) work weeks of unpaid leave during a 12-month period.
- B) Employees may use the unpaid leave for:
 - 1. Birth of a child, or placement of a child for adoption or foster care;
 - 2. Serious health of the employee that makes him/her unable to perform the functions of the position;
 - 3. Serious health condition of a spouse, son, daughter or parent.
- C) The Employer requires employees who have any accumulated vacation, and if applicable, compensatory time, personal days or accumulated holidays, to use up any of the above-referenced compensated time while on leave.
- D) The start of the use of the 12-week leave shall commence on the first day the employee goes on leave and shall be measured forward, not to exceed twelve (12) weeks in the then next twelve (12) month period.
- E) The use of the medical leave may be no shorter than one (1) work day (i.e. eight (8) hours).
- F) Except for emergency or unforeseeable situations, employees must provide the Employer with thirty (30) days advance written notice of intent to use leave, including the purpose and the duration.
- G) The Employer agrees to continue paying any portion of the health insurance program that is in effect for all employees at the time of the leave. If the employee fails to return to work from the leave, the employee shall reimburse the Employer for health insurance premium payments paid by the Employer on behalf of the employee on leave, unless the reason for failing to return to work was due to the continuation, recurrence or onset of a serious health condition that entitled the employee to leave in relation to a serious health condition of a spouse, son, daughter, or parent of the employee, or due to other circumstances beyond the control of the employee.

- H) The Employer shall require a certification from the employee's physician stating the employee is completely fit and able to resume work before the employee will be allowed to return to work when the leave was because of a serious health condition that made the employee unable to perform the functions of his/her position.

ARTICLE 9 SICK LEAVE

Section 9.1

Each full-time regular employee shall earn sick leave at the rate of twelve (12) hours each month of continuous employment. Maximum accumulation shall be eight hundred (800) hours. A maximum of one hundred (100) days may be carried over year to year. An employee must work ten (10) or more days in a month to earn said sick leave with vacation time counting toward this ten (10) day requirement. Sick leave is not available to probationary employees.

Section 9.2

Sick leave can be taken in no less than one (1) hour increments. In no event can an employee report for work, leave work on sick leave, and return to work on the same workday.

Section 9.3

The Employer can require a medical doctor's statement any time to verify sick leave prior to making payment.

Section 9.4

Sick leave can be used for employees off-the-job personal illness or injury. Except that an employee injured on the job covered by Workers Compensation insurance paid for by the Employer will be compensated for the difference between the sick leave wage rate and the amount paid by Workers Compensation until the employee's accumulated sick leave is consumed. Said accumulated sick leave will be reduced in accordance with the hours used to the nearest hour.

Section 9.5

Sick leave time does not count as time worked toward the computation of overtime.

Section 9.6

Any unused sick leave will be forfeited on the date of resignation or dismissal.

Section 9.7

Up to sixteen (16) hours per year of paid sick leave may be taken for medical doctor appointments, dental appointments and vision appointments, provided such appointments cannot be scheduled outside an employee's regularly scheduled hours of work.

Section 9.8

Up to three (3) days of an employee's sick leave per year may be used for the serious illness in an employee's immediate family, including spouse, child, stepchild or parent living with the employee.

Section 9.9

An employee who uses no sick leave in any consecutive six (6) month period shall be granted one shift off in the following six (6) months.

ARTICLE 10 WORK SCHEDULES

Section 10.1

The purpose of this Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or days of work per week. Determination of daily and weekly hours shall be made by the Sheriff. The full-time employees of this unit will continue to work the current rotating 6-3 schedule. The Sheriff may change that schedule for vacations, sick leave, training, or other like operational needs of the department. Part-time employees may be scheduled as needed.

Section 10.2

It is understood and agreed that the operation of the Sheriff's Office is a three hundred sixty-five (365) day each year, twenty-four hour each day operation. The number of shifts and hours of work shall be determined by the Sheriff. A shift differential of fifteen cents (\$.15) per hour shall be paid for all time worked between 4:00 P.M. and 8:00 A.M if majority of hours worked are after 4:00 P.M.

ARTICLE 11 CLOTHING AND EQUIPMENT

Section 11.1

The County will provide each new regular full-time employee and regular part-time Deputy Sheriff an initial issue of uniforms and equipment. This issue shall be similar, but not limited to, those items listed in Appendix A, attached hereto and made a part hereof.

Section 11.2

Each regular full-time Deputy Sheriff shall annually be allocated a clothing allowance of \$300.00. Part-time Deputies shall be allocated a \$150.00 annual clothing allowance. This allowance shall be used only for the replacement of uniforms and equipment initially provided and required by the County. The County will, once every six (6) months, give each officer notification of the balance of his clothing allowance. All expenditures must be approved by the Sheriff.

Section 11.3

The County will provide regular Deputy Sheriff's with a semi-automatic firearm. Said firearm will not be charged against the employee's clothing allowance.

Section 11.4

Each jailer shall be issued uniforms and equipment described in Appendix A-1. Each jailer shall be given an annual clothing allowance of \$200.00 for the replacement of equipment and clothing. All expenditures must be approved by the Sheriff.

Section 11.5

All replacement equipment and uniforms must be purchased through the County's approved vendors and the individual's account for such purchase will be charged with the expense of said purchase(s). All items in Appendix A and A-1 must be turned into the County upon replacement and/or upon termination of employment with the Sheriff's Department. Except as authorized by the Sheriff, employees not on duty are not authorized to wear or use any uniform clothing or County equipment.

Section 11.6

Should an employee damage, beyond reasonable repair, any part of their uniform or piece of authorized equipment while diligently carrying out their prescribed duties and through no fault of their own, said item(s) shall be replaced by the County and the cost of such replacement shall not be charged to the employee's account.

ARTICLE 12 HOURS OF WORK AND OVERTIME

Section 12.1

The work week shall start at 12:00 a.m. Monday and end at 11:59 p.m. the next Sunday. The standard payroll period is two weeks during which it is intended an employee work 80 hours. This article is not to be interpreted as a guarantee of 40 hours of work per week. Overtime (time and one-half) shall be paid for all hours worked over eight in a day and 40 in a week. Overtime must be approved by the Sheriff or his designee. Employees are required to receive prior approval before working overtime.

Section 12.2

Employees shall work an 8 hour day which includes a 30 minute paid lunch break and two 15 minute paid breaks to be taken one each shift. Employees shall receive a minimum of two hours pay at the appropriate rate of pay, which shall include overtime if applicable, when called back to work and for required court appearances outside of an employee's regular hours.

Section 12.3

Compensatory time shall be allowed up to a maximum of 48 hours to be taken with the prior approval of an employee's supervisor. Any unused compensatory time will be paid an employee at the end of the fiscal year. Vacation time and paid holidays shall count as time worked toward the computation of overtime. Employees have the right to exchange work days upon supervisory approval providing overtime does not result. If the employee is called in to work, he shall be paid a minimum of two (2) hours pay at the appropriate rate of pay, which shall include overtime if applicable.

Section 12.4

An employee shall have the right to change a work day with another employee upon their mutual agreement and with the approval of the Sheriff or his designated representative if such change of work day will not result in overtime compensation and would not normally have been paid.

ARTICLE 13
HOLIDAYS

Section 13.1

All employees except probationary, are eligible for the following twelve (12) paid holidays:

Independence Day	Two (2) Personal Holidays
Labor Day	New Year's Day
Veteran's Day	President's Day
Thanksgiving Day	Memorial Day
Friday After Thanksgiving	Christmas Day
Christmas Eve Day	

Holidays will be observed on the actual day the holiday falls.

Section 13.2

All regular full-time employees shall receive up to eight (8) hours of pay for the above holidays.

- (a) Payment for the above listed holidays shall be received on the paycheck for the payroll period in which said holidays occur.
- (b) To be eligible for said holiday pay, a regular full-time employee, after the probation period, must be actively working on the payroll of the Employer and must have worked their last regularly scheduled work day before the holiday and their first scheduled work day after the holiday, unless excused by the County Sheriff.
- (c) All employees working on a scheduled holiday will be paid their normal holiday pay plus time and one-half for the hour worked on the holiday.

ARTICLE 14
VACATIONS

Section 14.1

Regular full time employees who are in the employment of the County on the employee's anniversary date of each year and who are otherwise eligible for a vacation with pay shall be entitled to a vacation with pay for each year of service in accordance with the following schedule:

Eligibility	Amount of Vacation and Vacation Pay
Upon the completion of 1 year continuous service	1 week (40 hours)
Upon the completion of 2 or more years continuous service	2 weeks (80 hours)
Upon the completion of 8 or more years continuous service	3 weeks (120 hours)

Upon the completion of 15 or
more years continuous service 4 weeks (160 hours)

Section 14.2

Employees may elect to carry over up to six (6) days vacation from year to year.

Section 14.3

Vacation may be taken in one-half (1/2) day increments.

Section 14.4

The vacation schedule shall be posted January 1st of each year. Employees are requested to fill in the dates they are requesting for use of vacation no later than February 1st of each year. In determining vacation periods, vacation shall be awarded on the basis of the employee's seniority and shall not be changed except with prior approval of the Sheriff after the schedule has been posted for two months, except for extenuating circumstances. The number of employees off on vacation at any one time shall be determined by the Sheriff. Vacations may be taken anytime during the year. Employees must provide the Sheriff with at least one week notice for requesting the use of one or more days of vacation. When in the judgment of the County it appears advisable in order to meet the needs of the department the County may require an employee entitled to a vacation under the terms of this Article to postpone all or part of a vacation, with first priority to reschedule their vacation.

Section 14.5

Should a recognized paid holiday fall during an employee's approved vacation time off period, the employee will be permitted to take another day off work with pay in the future at a time mutually agreed between the Sheriff and employee.

ARTICLE 15
FUNERAL LEAVE PAY

Section 15.1 Funeral Leave.

Regular full time employees shall receive up to five (5) working days funeral leave with pay at the time of the death of a spouse, child, stepchild or parent.

Employees shall receive up to two (2) working days funeral leave with pay at the time of the death of a sibling, parent-in-law, child-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, stepmother or stepfather.

Funeral leave pay will be computed on the basis of the standard work day and paid at the employee's standard rate of pay.

A regular full time employee shall receive one-half (1/2) day with pay to fulfill the duties of a pallbearer when the funeral is during working hours.

ARTICLE 16 BULLETIN BOARDS

Section 16.1

The County will provide one (1) bulletin board which will be for the use of the Union. All posted information must be approved by the Sheriff and will be limited to:

- (a) Notices of Union meetings;
- (b) Notices of Union elections;
- (c) Results of Union elections;
- (d) Notices of Union recreational, educational or social events;
- (e) Other official notices of the Union.

ARTICLE 17 LEGAL DEFENSE

Section 17.1

Employees involved in litigation because of their negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive assistance in any legal defense by the County, except as specifically stated in Chapter 613A of the Iowa Code.

ARTICLE 18 SAVINGS CLAUSE

Section 18.1

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby.

Section 18.2

In the event any provision herein contained is rendered invalid, upon written request by either party hereto, the County and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 19 INSURANCE

Section 19.1 Health Insurance.

During the term of this Agreement, if a regular full time employee wishes to have family coverage, the Employer will pay sixty percent (60%) of the difference between the single coverage rate and the family coverage rate and the employee will pay forty percent (40%) of such difference beginning with the probationary period. If a probationary employee desires single or family insurance coverage during the probationary period, the employee will pay the entire premium and receive coverage beginning the first day of the calendar month following the date of hire.

During the term of this Agreement, the Employer will pay the entire premium for single dental insurance.

Section 19.2 Life Insurance Policy.

The Employer will also purchase a \$25,000 Life Insurance policy for each full-time employee.

Section 19.3

For all insurance coverage's, the Employer reserves the right to select the carriers and maintain substantially comparable coverage levels.

Section 19.4

The Employer agrees to provide and pay for, at no cost to the employees covered by this Agreement, Worker's Compensation Insurance according to the Code of Iowa. The Employer agrees to allow an employee to make up the difference in pay between Workman's Compensation and the employee's regular pay by using accumulated sick leave until the employee is released by the doctor to return to work.

ARTICLE 20
SAFETY AND TRAINING

Section 20.1

An employee being required by the Employer to attend classes in law enforcement shall have tuition and books for such classes, as well as food, travel expenses, and lodging paid for by the Employer and the employee shall receive up to one (1) day's pay per day for each day of attendance at such classes. The Employer shall post in a prominent place all Iowa Law Enforcement Academy (ILEA) courses as they become aware of them. Every employee shall receive the minimum number of hours required by law to acquire and maintain certification.

Section 20.2

Each officer shall be provided a supply of fifty (50) rounds of ammunition per gun used in the line of duty, for marksmanship qualification every six (6) months. Additional rounds may be drawn for good cause shown at the discretion of the Sheriff.

Section 20.3

A bargaining unit employee ordered to work under conditions considered to be unsafe shall perform the work as required, and may subsequently refer the matter to the grievance procedure.

Section 20.4

The County shall develop all rules and policies and make reasonable provisions for the safety and health of department employees.

Section 20.5

It is the duty of the bargaining unit employee, and he shall at the end of the shift, report all defects of equipment. Such reports shall be made on suitable forms furnished by the Sheriff. The Sheriff shall not ask or require a bargaining unit employee to take out any equipment that has not been cleared as safe by the shift supervisors.

Section 20.6

The County must let the employee know one (1) day in advance of any training.

ARTICLE 21
PHYSICAL EXAMINATIONS

Section 21.1

The County shall have the right, at any time, to require any applicant for the employment during the probationary period to submit to a physical and/or medical examination by a licensed medical practitioner. The Board of Supervisors shall have the right to approve or disapprove the employment of the applicant from the report of said complete physical examination. The cost for said complete physical examination shall be paid by the Public County.

ARTICLE 22
WAGES

Section 22.1

Wages are set forth in Appendix B.

ARTICLE 23
PAY PERIOD

Section 23.1

The County agrees to issue pay checks to employees every two (2) weeks.

ARTICLE 24
GENERAL PROVISIONS

NON-DISCRIMINATION IN EMPLOYMENT

Section 24.1

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

Section 24.2

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union.

Section 24.3

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 24.4

The Employer and the Union agree that exceptions to all Articles of this Agreement may be granted in order for the Union and/or the County to comply with provisions of the Americans with Disabilities Act; however, before any exceptions are granted or approved by the Employer, the Union will be notified of particular exceptions and given the opportunity to review the same and propose alternatives. No exceptions will be made without the other party's consent.

LEGAL AND PERSONAL

Section 24.5

The Employer will reimburse bargaining unit employees for loss or damage to personal property while in the performance of duty, when said loss or damage is not the result of employee negligence.

Claims for reimbursement shall be accompanied by adequate proof of loss or damage, and repair or replacement of same. The total reimbursement of claims shall not exceed \$250.00 per year per employee.

Section 24.6

Mileage will be paid at the rate of twenty-five cents (\$0.25) per mile for Employer-required use of personal vehicles to perform bargaining unit work.

Section 24.7

Employer agrees to maintain all liability insurance coverage, including false arrest insurance, at current levels of coverage, and the Union shall be furnished a copy of such policies upon request.

Section 24.8

Each bargaining unit employee shall have the right, at reasonable times, to review his personnel file. A Union representative may, at the bargaining unit employee's request, accompany the bargaining unit employee in this review. The bargaining unit employee shall be notified of any complaints which are to be placed in the file, so that a response can be made or the material kept from the file.

ARTICLE 25 DURATION

Section 25.1

This Agreement shall be effective July 1, 2006, and shall remain in full force and effect until its expiration date, June 30, 2008.

Section 25.2

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than one hundred twenty (120) days before the expiration date of the Agreement. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

Section 25.3

In the event any clause or provision of this Agreement is declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, the remaining portions and provisions shall not be declared invalid and they shall remain in full force and effect.

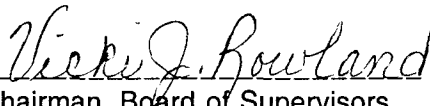
Section 25.4

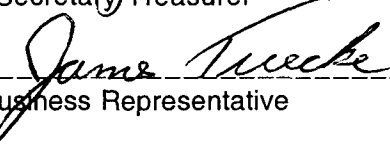
In Witness Whereof, this Agreement has been agreed to and executed by both parties on this _____ day of _____, 2006

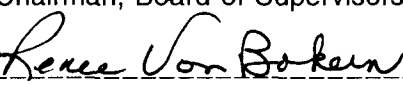
CHAUFFEURS, TEAMSTERS AND
HELPERS LOCAL UNION NO. 238,
affiliated with INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

FAYETTE COUNTY, IOWA

By 
Secretary/Treasurer

By 
Chairman, Board of Supervisors

By 
Business Representative

By 
County Negotiator

APPENDIX A
Equipment Inventory List - Deputy Sheriffs

- UNIFORM: Winter Shirts (3)
Summer Shirts (3)
Pants - Combination Summer/Winter (3)
Tie (2)
Sheriff's Style Felt Hat (1)
Sheriff's Style Straw Hat (1)
Winter Hat With Ear Protection (1)
Winter Duty Jacket (1)
Lightweight Spring/Fall Jacket (1)
Insulated Vest (1)
Choice - Boots or Shoes (1)
Rubber Boots (1)
Rain Coat (1)
Badges - Coat - Hat - Shirt - Wallet ID w/Badge (1) Each
Name Tag (1)
Collar Insignia (2)
- EQUIPMENT: Handgun: Semi-automatic Weapon (1)
Handcuffs (1)
Defense Night Stick –ASPR Baton Type TR 24-1 (1)
Riot Helmet (1) - per car
Chemical Mace (1)
Complete Leather Set - Mace Holder, Cuff Holder,
Night Stick Holder, Key Ring w/Strap - (1) Each
Hand-held Portable Radio w/Charger and Carrying Case (1)
- SQUAD CAR: Rechargeable flashlight w/Charger (1)
Shotgun: Police Riot Style (1)
First Aid Kit (1)
Fire Extinguisher (1)
Blanket (1)
Ticket Book Holder (1)
Accident Report Holder (1)
100 ft tape measure (1)

NOTE: Additional Equipment: Camera, Vehicular Safety Screen, Moving Radar Unit, PBT Device, 30 Minutes Fuses, etc. - will be issued as deemed necessary by the Sheriff.

APPENDIX A-1
Equipment Inventory List - Jailers

UNIFORM: Winter Shirts (3)
 Summer Shirts (3)
 Pants - Combination Summer-Winter (3)
 Lightweight Jacket (1)
 Boots (1 pair)
 Name Tag (1)
 Badge (1) - Cloth

EQUIPMENT: Handcuffs (1)
 Handcuffs Pouch (1)
 Key Holder (1)
 Radio Clip (1)
 Canvas Pouch (1)
 Rain Gear (1 in car, 1 in office)

APPENDIX B
WAGES

	Effective <u>7/1/06</u>	Effective <u>1-1-07</u>	Effective <u>7-1-07</u>
Deputies			
Part-time	\$13.67	\$13.94	\$14.39
Full-time			
Start - (non-certified)	\$14.80	\$15.10	\$15.59
Start - (certified)	\$15.73	\$16.04	\$16.56
After 1 year	\$16.61	\$16.94	\$17.49
After 2 years	\$17.37	\$17.72	\$18.30
After 3 years	\$18.13	\$18.49	\$19.09
After 4 years	\$18.90	\$19.28	\$19.91
Communications/Jailers			
Part-time	\$ 9.74	\$ 9.93	\$10.25
Full-time			
Start	\$10.24	\$10.44	\$10.78
After 6 months	\$10.86	\$11.08	\$11.44
After 1 year	\$11.49	\$11.72	\$12.10
After 2 years	\$12.12	\$12.36	\$12.76
After 3 years	\$12.74	\$12.99	\$13.41
After 4 years	\$13.36	\$13.63	\$14.07

The Communication Supervisor and Detention Supervisor will be paid an additional \$1.50 per hour above his/her hourly wage rate.

Longevity will be added to the hourly rate as follows:

After completion of	Effective 7-1-06 Cents per hour pay	Effective 7-1-07 Cents per hour pay
5 years of continuous service	\$0.05	\$0.10
10 years of continuous service	\$0.15	\$0.20
15 years of continuous service	\$0.20	\$0.25

CANINE UNIT - USE OF COUNTY VEHICLE:

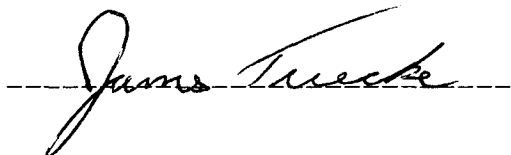
One member of the Fayette County Sheriff's Office Canine Unit, if possible will be permanently assigned a properly equipped vehicle suitable for transportation of the canine assigned to that officer in the performance of official duties which vehicle shall be available to the officer on a twenty-four (24) hour basis without regard to geographic location of the residence of the officer.

The Sheriff's Office shall be responsible for all incidental expenses connected to the canine handler assignments, such as specialized training, leases, harnesses, dog food, etc.

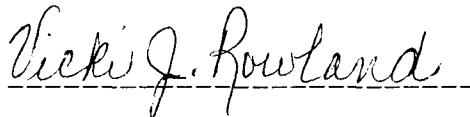
Veterinary visits for the dog, except for emergencies, may be performed by a veterinarian approved by handler, and or department. A handler who anticipates being out of the County must notify the Department so that the Department is aware of the time period the Canine will not be available.

The Department may appoint one canine handler as the officer in charge of the canine and he/she will oversee all canine deployments and training. The canine handler, subject to the approval of the Sheriff, will determine all training necessary and give proper notice of specialized out of county training schools. The canine handler will give written notice of equipment to be purchased. The canine officer will have complete control over canine assigned and will determine whether or not the canine shall be deployed. The canine handler will document all call outs and deployments and training situations.

CHAUFFEURS, TEAMSTERS AND
HELPERS LOCAL UNION NO. 238

A handwritten signature in cursive script, appearing to read "James T. Tuck", written over a horizontal dashed line.

FAYETTE COUNTY, IOWA

A handwritten signature in cursive script, appearing to read "Vicki J. Rowland", written over a horizontal dashed line.